

**Delta Dental of Idaho, Inc.**

# **Contract**

**Prepared for:**

**The  
State of Idaho**

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# Contract

## Group # 2000

IN CONSIDERATION of payment by the STATE OF IDAHO (herein called "APPLICANT") of the dues as herein provided, Delta Dental of Idaho (herein called "Delta Dental") hereby agrees to provide the Benefits described herein or as amended for the contract period beginning at 12:01 A.M., Standard Time, on July 1, 2005, (herein called the "Effective Date") and for the subsequent contract periods thereafter, unless this Contract is amended or terminated as provided herein. Dues are payable by Applicant in advance of the Effective Date and thereafter as provided herein. This Contract is issued and delivered in the State of Idaho, is governed by the laws thereof and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Contract.

## ARTICLE I                      DEFINITIONS

For the purpose of this Contract, the following definitions shall apply:

- 1.01 "Benefits" means payment for dental services that have been selected under the Contract.
- 1.02 "Contract" means this document, including, if applicable, any appendices, supplements, riders, successor agreements, or renewals now or hereafter issued or executed.
- 1.03 "Allowable fee" means the maximum dollar amount, determined in accordance with the terms of the Delta Dental service agreement and policies, rules or schedules as may from time to time be adopted by Delta Dental, that may be paid to DeltaPremier Participating Dentists for dental services provided to subscribers and eligible dependents.
- 1.04 "Co-payment" means the percentage of benefit payment that the subscriber must pay for Covered Services.
- 1.05 "Covered Services" means the unique dental services selected for benefits as described in the Contract and subject to the terms and conditions of this Contract.
- 1.06 "Deductible" means the amount an individual and/or a family must pay toward Covered Services before Delta Dental begins paying for services under this Contract.
- 1.07 Delta Dental of Idaho ("Delta Dental ") means a not-for-profit dental service corporation.
- 1.8 "Delta Dental's Nonparticipating Dentist Fee" means the maximum amount allowed per procedure for services rendered by a DeltaPremier Nonparticipating Dentist.
- 1.9 "Delta Dental's Participating Dentist Fee" means the maximum amount allowed per procedure for services rendered by a DeltaPremier Participating Dentist.
- 1.10 "DeltaPremier" Delta Dental's standard fee-for-service dental benefits program.
- 1.11 "Dentist" means a person licensed to practice dentistry in the state or country in which dental services are rendered. An Idaho Dentist is a Dentist who is licensed in Idaho.
  - **DeltaPremier Participating Dentist** means an Idaho Dentist who has signed an agreement with Delta Dental to participate. The DeltaPremier Participating Dentist accepts Delta Dental's payment and the patient's co-payment, if any, as payment in full.
  - **DeltaPremier Nonparticipating Dentist** means a Dentist who has not signed an agreement with Delta Dental, or a Delta Dental Participating Plan in another state, to participate in DeltaPremier. It is the Subscriber's responsibility to make full payment to the DeltaPremier Nonparticipating Dentist.
- 1.12 "Maximum Payment" means the maximum dollar amount Delta Dental will pay in any benefit year or lifetime for covered dental services.
- 1.13 "Processing Policies" means Delta Dental's policies and guidelines used for predetermination and payment of claims. The Processing Policies may be amended from time to time.
- 1.14 "Rate" means the amount, per subscriber and subscriber classification; the Applicant agrees to pay Delta Dental each month.
- 1.15 "Submitted Amount" means the fee a Dentist bills to Delta Dental for a specific treatment

- 1.16 "Subscriber" means all eligible persons who:
1. are certified as being eligible by the Applicant; and
  2. receive compensation from the Applicant; and
  3. are members of the group specified in this Contract.
- 1.17 "State of Idaho" means the State of Idaho for whose Eligible Employees dental care benefits are being provided.

## **ARTICLE II STATE OF IDAHO ELIGIBILITY**

### **2.01 Definition of Eligible Employees**

- a. Covered Employee means an Eligible Employee who has satisfied any applicable Enrollment Qualifications, is accepted for coverage, for whom the State has made required contributions and in whose name the identification card is issued.
- b. Eligible Employees: Eligible Employees are officers or employees of State agencies, departments or institutions, including State officials, elected officials, or employees of other governmental entities which have contracted with the State of Idaho for medical expense coverage, which employees are working twenty (20) hours or more per week, or eighty-four (84) hours per month, and whose term of employment is expected to exceed five months in any consecutive twelve (12) month period. All employees meeting the above requirement who are on the State payroll as of the effective date of this Contract will be eligible for coverage in accordance with this Contract. Employees hired on or after the effective date of this Contract will be eligible for coverage in accordance with this Contract on the first of the calendar month following ninety (90) days employment provided any required application is made within sixty (60) days of date of hire. Covered Employees who transfer from one department to another will maintain continuous coverage.
  - 1.) Benefits for benefit eligible Employees rehired by the State within twelve (12) months of the last date of employment with the State and who were eligible for benefits on the last State employment will be effective on the first day of the month following the employee's date of rehire.
- c. If both a husband and wife are employed by the State and are eligible for benefits, each employee must be covered as only a Covered Employee and may not additionally be covered as an Eligible Dependent of his or her spouse under this Contract. Dependent children may only be enrolled under the coverage of one parent, not both, under this Contract.
- d. A Covered Employee who goes on a leave of absence without pay shall be able to maintain his or her coverage for up to six (6) months upon payment of appropriate premium. Covered Employees on an employer-sponsored leave without pay for professional and educational purposes may maintain their coverage for up to twelve (12) months upon payment of appropriate premium.
- e. A disabled Covered Employee shall be able to maintain his or her coverage up to thirty (30) months following the date of disability upon payment of appropriate premium. Such an employee who has been covered under a State sponsored program for at least ninety (90) days and who is prevented from continuing his or her active employment with the State of Idaho because of disability and who does not elect to maintain coverage beyond the date of disability, is permitted, nevertheless, to be covered for up to twelve (12) months following the date of termination for expenses arising out of that disability which causes such cessation.

- f. To be enrolled under this Contract, Eligible Employees must have medical benefits and, having such medical benefits, shall be enrolled under this Contract. To be covered under this Contract, otherwise Eligible Dependents must have medical benefits and cannot have declined coverage under this Plan. All enrolled Dependents in a Family shall have the same medical or medical/dental benefits.
- g. Coverage for any Covered Person will terminate on the last day of the calendar month in which the Covered Person ceases to be eligible for coverage.
- h. Dependents who decline dental coverage will not be permitted to resume dental coverage until such time as designated by the State of Idaho.

## 2.02 Definition of Eligible Dependents

- a. Eligible Dependent means: (1) The spouse of the Covered Employee and/or (2) the unmarried children of a Covered Employee or Covered Employee's spouse, up to their 19th birthdays. The term "children" includes natural children, stepchildren, adopted children, or children in the process of adoption from time placed with the Covered Employee. The term "children" also includes children legally dependent upon the Covered Employee or Covered Employee's spouse for support where a normal parent-child relationship exists with the expectation that the Covered Employee will continue to rear that child to adulthood. However, if one or both of that child's natural parents live in the same household with the Covered Employee, a parent-child relationship shall not be deemed to exist even though the Covered Employee or the Covered Employee's spouse provides support. Such children may be covered beyond their 19th birthdays so long as they are unmarried and are eligible to be claimed as dependents on the Covered Employee's most recent U.S. Individual Income Tax return, but not beyond the end of the calendar month in which they attain age twenty-three (23).
- b. Applications for enrollment of Eligible Dependents must be duly submitted by the Covered Employee and accepted by Delta Dental. Applications and commitments made hereunder by such Covered Employee on behalf of any such dependents shall be fully effective as to, and binding upon, such Covered Employee and upon such dependents. Newborn children's enrollment shall be effective from moment of birth provided application is made within sixty (60) days of date of birth. Enrollment for adopted newborn children placed within sixty (60) days of the child's date of birth shall be effective from the date of birth. Enrollment for adopted newborn children placed after sixty (60) days of the child's date of birth shall be effective from the date of placement. Enrollment as described is only effective provided application is made within sixty (60) days of date of placement with the Covered Employee and the appropriate premium is received. Premium will commence with the first day of the month following the effective date of coverage for the Eligible Dependent. Enrollment for any other Eligible Dependents shall be effective and premium will commence on the first of the month following the event that qualifies that person as an Eligible Dependent.
- c. Any unmarried child currently enrolled under the State of Idaho who is or becomes incapable of self-sustaining employment by reason of developmental disability or physical handicap prior to reaching his or her 23rd birthday and who is chiefly dependent upon the Covered Employee for support and maintenance, shall not be terminated while this Contract remains in force and the dependent remains in such condition, if the Covered Employee has within thirty (30) days of such dependent's reaching age twenty-three (23), submitted proof of such dependent's incapacity as herein described. Delta Dental may require subsequent proof of the dependent's disability and dependency, but not more frequently than once each year.
- d. Prior to legal finalization of an adoption, the coverage provided herein shall continue until the first of the following events occurs: (1) the date the child is removed permanently from placement, or (2) the date the Covered Employee rescinds, in writing, the agreement of adoption

or the agreement assuming financial responsibility. If one of the foregoing events occurs, coverage shall terminate on the last day of the calendar month in which such event occurs.

- e. "Family" as used in this section means two or more persons related by blood, marriage or law who are enrolled under the same identification number.
- f. Each Covered Employee must complete an enrollment card listing dependents if this Contract provides for family coverage. A new enrollment card must be filed with Delta Dental for newly acquired dependents. Claims submitted for a person not listed on the Covered Employee's enrollment card will be denied.
- g. Newly acquired dependents, with the exception of newborns, are covered effective on the first day of the calendar month following the date they become Eligible Dependents, as defined above and provided application has been made.

#### 2.03 Eligibility Termination

- a. An employee or his/her dependent covered under this Plan shall be removed from eligibility at the end of the month of termination of employment of the employee, if termination occurs before the 15th of the month, or at the end of the month following termination of employment of the employee, if termination occurs after the 15th of the month, unless the employee elects continued coverage of all health benefits provided by State of Idaho pursuant to Title X of P.L. 99-272. Eligible Dependents shall be removed from eligibility at the end of the month in which they fail to meet the definition of Eligible Dependents as herein provided, unless continued coverage of all health benefits provided by State of Idaho is elected by or on behalf of the dependents pursuant to Title X of P.L. 99-272. Eligibility for such continued coverage shall continue for the period required by Title X of P.L. 99-272. Eligibility shall, in any event, terminate immediately upon termination of this Contract.

### ARTICLE III MONTHLY PAYMENTS

#### 3.01 Monthly Payments

- a. The State of Idaho agrees to pay to Delta Dental, on the 15<sup>th</sup> and last day of each and every month hereafter while this Policy is in effect, a sum in accordance with the Schedule of Premium listed below.
- b. The Covered Employee shall authorize the State of Idaho to withhold, deduct or collect the monthly payment herein contracted to be made, and authorize the State of Idaho to remit such monthly payments to Delta Dental, in accordance with the enrollment form submitted by each employee, such application and the contents thereof is hereby referred to and by reference made a part hereof.
- c. Receipt by Delta Dental of any sum on account of any individual not entitled to be a Covered Person during the period for which such premium has been paid shall not constitute an acceptance thereof by Delta Dental.
- d. In the event a Covered Employee or Eligible Dependent no longer qualifies for coverage due to divorce, loss of dependent status or another disqualifying event, Delta Dental shall be notified on a timely basis by the employee or the State of Idaho. Delta Dental shall refund to the State of Idaho any premium received on the employee or dependent's behalf for the period of ineligibility. Any premium refund shall be limited to the premium received during the current policy period to a maximum of twelve (12) months.

- e. Benefits set forth in this Policy are contingent on receipt of premium as provided herein. No benefits shall be provided for cases under treatment or otherwise beyond the last day for which premium is received by Delta Dental.

3.02 Schedule Of Monthly Dues

- a. The following shall be the monthly dues payable by State of Idaho under this Contract during the period July 1, 2005, through June 30, 2006.

<b>Employee Only</b>	<b>\$ 21.58</b>
<b>Employee plus Spouse</b>	<b>\$ 43.83</b>
<b>Employee plus one Child</b>	<b>\$ 39.33</b>
<b>Employee plus two or more Children</b>	<b>\$ 51.83</b>
<b>Employee plus Spouse plus one Child</b>	<b>\$ 56.08</b>
<b>Employee plus Spouse plus one two or more Children</b>	<b>\$ 62.33</b>

Elected Continued Coverage Dues (C.O.B.R.A.):

<b>Employee Only</b>	<b>\$ 23.00</b>
<b>Employee plus Spouse</b>	<b>\$ 45.00</b>
<b>Employee plus one Child</b>	<b>\$ 32.00</b>
<b>Employee plus two or more Children</b>	<b>\$ 45.00</b>
<b>Employee plus Spouse plus one Child</b>	<b>\$ 54.00</b>
<b>Employee plus Spouse plus one two or more Children</b>	<b>\$ 68.00</b>

However, State of Idaho may charge persons electing continued coverage such amounts as are permitted by Title X of P.L. 99-272 and provided above.

C.O.B.R.A. CONTINUATION COVERAGE - Delta Dental hereby agrees to aid the employer (administrator) in providing benefits and collecting premium for those eligible qualifying employees and/or dependents subject to the provisions of Public Law 99-272 (COBRA) and COBRA-89 providing the employer notifies Delta Dental of those eligible for COBRA coverage within sixty (60) days from the date of the qualifying event.

3.03 Retention For July 1, 2005 through June 30, 2006.

\$1.54 per month for each Covered Employee shall be withheld by Delta Dental from dental monthly dues in accordance with the Schedule of Dues above.

3.04 Reserve for Incurred but Unpaid Claims

Delta Dental shall retain an actuarially appropriate reserve for incurred but unpaid claims. Such reserve shall be adjusted monthly. The method of computation of the reserve shall be agreed upon between the parties.

Upon Contract termination, claims incurred prior to the termination date and paid after the termination date will be subtracted from the reserve for incurred but unpaid claims and/or any applicable contingency reserve. The accounting of such "run-out" period will be done at twelve (12) months, or earlier if there is a three (3) month consecutive period during which no claims are paid, from the date of the Contract termination. At the end of the "run-out" period, the State of Idaho and Delta Dental will negotiate a settlement for any incurred liabilities not yet paid from funds remaining in the reserve accounts and the State of Idaho shall have no further liability.

3.05 Monthly Cash Settlement

The formula for computing monthly surpluses or deficits shall be:

Total Premium Received

Less: Total Incurred Claims

Less: Retention

Less: Change in reserve for incurred but unpaid claims

Balance: Surplus or Deficit

If a deficit or surplus occurs at the end of the month, Delta Dental will bill or pay to the State of Idaho by approximately the 15th of the following month the deficit or surplus amount up to the accrued expected claims, on a cumulative basis.

3.06 Contingency Reserve

The State of Idaho shall make available during the contract year a contingency reserve. This amount will be held by the State of Idaho for unexpected claims demands during the Contract period and available to Delta Dental during the Contract Year for the dental benefits of this Contract. Estimated claims of \$7,493,413 are based on an enrollment of 18,599 employees, with 3,793 employees enrolling a spouse, 1,088 employees enrolling one child, 1030 employees enrolling two children, 4,669 employees enrolling a spouse and child or children. The estimated claims amount may be adjusted based on actual monthly enrollment in the dental plan. If after the full application of the contingency reserve, a deficit exists, such deficit shall be carried forward into future Contracts. The contingency reserve will be no greater than 10% of projected premium.

3.07 Interest Payments

Delta Dental will pay to the State of Idaho, by approximately the 10th of each month, for the preceding month, monthly interest on the incurred but unpaid claims reserve plus any surplus amounts or minus any deficit amounts which accrued during that preceding month. The monthly interest to be paid will be at a rate equal to the 26 week Treasury Bill rate as determined by the treasury bill auction held the first Monday of each month, or the closest auction held thereto, plus one percent (1%).

## **ARTICLE IV BENEFITS PROVIDED, LIMITATIONS AND EXCLUSIONS**

4.01 Benefits provided under this Contract shall be determined in accordance with Delta Dental's Benefits Processing Manual and shall be subject to the limitations and exclusions included therein. The Benefits Processing Manual can be changed, modified or supplemented at any time by the Board of Directors of Delta Dental and with the approval by the State of Idaho. The ADA procedures listed below are a sample of covered services. See Appendix A for processing policies, which state limitations and exclusions of the dental plan.

4.02 Co-Payment

- a. Diagnostic and Preventive Services - Delta Dental shall pay or otherwise discharge seventy percent (70%) of the Participating Dentist's allowable fee, or of the fees actually charged, whichever is less. Services rendered by a Non-Participating Dentist will be paid at the average fee, and may result in a greater out-of-pocket expense for the patient.

0120	Periodic Oral Evaluation
0140	Limited Oral Evaluation - Problem Focused
0150	Comprehensive Oral Evaluation
0210	Intraoral - Complete Series (including bitewings)
0220	Intraoral - Periapical - first film
0230	Intraoral - Periapical - each additional film
0270	Bitewing - single film
0272	Bitewings - two films
0274	Bitewings - four films
0330	Panoramic Film
1110	Prophylaxis - Adult
1120	Prophylaxis - Child
1201	Topical Application of Fluoride (including prophylaxis) – Child
1203	Topical Application of Fluoride (prophylaxis not included) – Child
1204	Topical Application of Fluoride (prophylaxis not included) – Adult
4355	Full Mouth Debridement to Enable Comprehensive Periodontal Evaluation and Diagnosis
4910	Periodontal maintenance procedures (following active therapy)

- b. Restorative Services - Delta Dental shall pay or otherwise discharge seventy percent (70%) of the Participating Dentist's allowable fee, or of the fees actually charged, whichever is less. Services rendered by a Non-Participating Dentist will be paid at the average fee, and may result in a greater out-of-pocket expense for the patient.

1351	Sealant - per tooth
2140	Amalgam – One Surface
2150	Amalgam – Two Surfaces
2160	Amalgam – Three Surfaces
2161	Amalgam – Four or more Surfaces
2330	Resin – One Surface, Anterior
2331	Resin – Two Surfaces, Anterior
2332	Resin – Three Surfaces, Anterior
2391	Resin – One Surface, Posterior
2392	Resin – Two Surfaces, Posterior
2393	Resin – Three Surfaces, Posterior
2394	Resin – Four Surfaces, Posterior

- c. Oral Surgery, Periodontics, Endodontics, Crowns, Bridges, Partials and Dentures - Delta Dental shall pay or otherwise discharge fifty percent (50%) of the Participating Dentist's allowable fee, or of the fees actually charged, whichever is less. Services rendered by a Non-Participating Dentist will be paid at the average fee, and may result in a greater out-of-pocket expense for the patient.

2750	Crown – Porcelain fused to high noble metal
2751	Crown – Porcelain fused to predominantly base metal
2752	Crown – Porcelain fused to noble metal
2790	Crown – Full cast high noble metal
2920	Recement Crown
2950	Core Buildup, including any pins
2954	Prefabricated post and core in addition to crown
3310	Anterior root canal (excluding final restoration)
3320	Bicuspid root canal (excluding final restoration)
3330	Molar root canal (excluding final restoration)
4341	Periodontal Scaling and Root Planing, per quadrant
7140	Extraction of erupted toothach additional tooth
7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth

- d. Orthodontics - Orthodontics are defined as all the necessary procedures of treatment by a licensed dentist for correction of mal-positioned teeth of eligible dependent children, limited to payment of quarterly or other periodic charges through completion of treatment or to age 19, or to the date eligibility terminates, whichever occurs first.

Delta Dental shall pay or otherwise discharge fifty percent (50%) of the Participating Dentist's allowable fee, or of the fees actually charged, whichever is less up to a lifetime maximum of \$1,000. Services rendered by a Non-Participating Dentist will be paid at the average fee, and may result in a greater out-of-pocket expense for the patient.

8070	Comprehensive orthodontic treatment of the transitional dentition
8090	Comprehensive orthodontic treatment of the adult dentition

#### 4.03 Waiting Periods

- a. For ALL NEW enrollees, there is a twelve (12) month waiting period for covered Crowns, Bridges, Partials, Dentures and Orthodontia services. The waiting period shall be waived for all accidental injuries, not just those involving chewing or biting.

#### 4.04 Deductible

- a. Delta Dental will pay up to the allowable fees for covered services after a \$25 per Covered Employee and dependent deductible is met each Contract Year.

#### 4.05 Maximum Benefits

- a. The maximum amount payable by Delta Dental for combined Dental Services above, excluding Orthodontia Services, provided to any Covered Person during any Contract year period hereunder shall be \$1,000.

- b. The maximum payable by Delta Dental for Orthodontics provided to a Covered Person shall be \$1,000 per lifetime.
- 4.06 Services rendered by a Non-Participating Dentist will be paid at the average fee, and may result in a greater out-of-pocket expense for the patient.
- 4.07 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state shall not exceed the amount that would be payable by the Delta Dental Plan of the respective state provided the dentist is a member dentist of that State. If the dentist is not a member dentist, payment will be based on the dentist's charges, or the average fee, whichever shall be less.
- 4.08 If a member dentist or an eligible person requests a predetermination or an estimate of covered benefits, the dentist must complete and submit a standardized treatment planning form, prior to rendition of service, showing the eligible person's dental needs and the treatment necessary in the professional judgment of the dentist and notify the patient of all actions taken by Delta Dental with respect to such treatment planning form.

It shall be the duty of the patient to request the information from the Dentist or Delta Dental of the results of the predetermination or estimate of covered benefits.

## **ARTICLE V                      CONDITIONS UNDER WHICH BENEFITS SHALL BE PROVIDED**

- 5.01 Benefits, except as otherwise provided in Article IV hereof, are available from the Eligibility Date of an Eligible Person.
- 5.02 While an Eligible Person may choose the service of any dentist, Delta Dental does not undertake to guarantee the availability of any particular dentist.
- 5.03 In consideration of waiving physical examination of a Covered Person and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is rendered, such information and records relating to attendance to or examination of, or treatment rendered to, an Eligible Person as may be required in the administration of such claims, provided, however, that Delta Dental shall in every case hold such information and records as confidential.
- 5.04 The Dental Consultant of Delta Dental and/or any other dentist whom Delta Dental may designate shall have the right to resolve any question concerning coverage of dental services or the necessity or choice of treatment which may arise hereunder and any such determination made in good faith shall be conclusive and binding upon Delta Dental, the Eligible Person and the dentist, unless within 90 days following receipt of written notice of the rejected procedure or other written notice of such decision any person aggrieved thereby shall appeal the same to Delta Dental for determination, by a committee of dentists, which shall be final and binding on all parties and not subject to any further appeal, arbitration or judicial review.

## **ARTICLE VI                      COORDINATION OF BENEFITS**

- 6.01 Benefits Subject To This Provision addressing Coordination of Benefits. All of the benefits provided under this Contract are subject to this Article VI.
- 6.02 In this Article VI, Definitions:
  - a. "Allowable Benefits" means the maximum amount payable for covered benefits under at least one of the Programs covering the person for whom claim is made or service provided. When a Program provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable benefit and a benefit paid.

- b. "Claim Determination Period" means contract year (July 1 through June 30).
- c. "Dependent" means, with respect to any other Program, any person who qualifies as a dependent under such Program.
- d. "Program" means any contract providing benefits or services for or by reason of dental care or treatment, which benefits or services are provided by or through:
  - 1.any group service, or group prepayment plan, or group practice, or any group or blanket insurance coverage; or
  - 2.coverage under workers' compensation, labor-management trusted programs, union welfare programs, employer or employee benefit organization programs; or
  - 3.any governmental program, or coverage provided by any statute (other than Title XVIII of the Social Security Act).

The term "Program" shall be construed separately with respect to each policy, contract or other arrangement for benefits or services and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and that portion which does not.
- e. "This Program" shall mean this entire Contract and all benefits hereunder.

6.03 Effect on Benefits

- A. This provision shall apply in determining the Allowable Benefits as to a person covered under this Contract for any Claim Determination Period if, the sum of (a) the Allowable Benefits that would be payable under this Program in the absence of this provision, and (b) the Allowable Benefits that would be payable under all other Programs in the absence therein of contractual terms of similar purpose to this provision would exceed 100% of the reasonable and customary fee of the dentist.
- B. As to any Claim Determination Period with respect to which this provision is applicable, the Allowable Benefits that would be payable under this Program in the absence of this provision shall be reduced to the extent necessary so that the sum of such reduced Benefits and all other Benefits payable under all other programs, except as provided in subparagraph (C) of this paragraph (6.03) shall not exceed 100% of the reasonable and customary fee of the dentist. Benefits payable under another Program include the benefits that would have been payable had claim been duly made therefor.
- C. If, (1) another Program which is involved in subparagraph (B) of this paragraph (6.03) and which contains a provision coordinating its Allowable Benefits with those of this Program would, according to its rules, determine its Allowable Benefits after the Allowable Benefits of this Program have been determined, and (2) the rules set forth in subparagraph (D) of this paragraph (6.03) would require this Contract to determine its Allowable Benefits before such other Program, then the Allowable Benefits of such other Program will be ignored for the purposes of determining the Allowable Benefits under this Program.
- D. For the purposes of subparagraph (C) of this paragraph (6.03), the rules establishing the order of benefit determination are:
  - (1) The Allowable Benefits of a Program which covers the person for accidental injuries shall be determined before the Allowable Benefits of this program are determined;

- (2) The Allowable Benefits of a Program which covers the person on whose Allowable Benefits claim is based other than as a Dependent shall be determined before the Allowable Benefits of a Program which covers such person as a Dependent;
    - (3) The Allowable Benefits of a Program which covers the person on whose Allowable Benefits claim is based as a Dependent of the person whose birth date and month are nearest to January shall be determined before the Allowable Benefits of a Program which covers such person as a Dependent of a person with a birth date and month later in the calendar year;
    - (4) When rules (1) and (2) and (3) do not establish an order of benefit determination, the Allowable Benefits of a Program which has covered the person on whose Allowable Benefits claim is based for the longer period of time shall be determined before the Allowable Benefits of a Program which has covered such person the shorter period of time.
  - E. When this provision operates to reduce the total amount of Allowable Benefits otherwise payable as to a person covered under this Contract during any Claim Determination Period, each Allowable Benefit that would be payable in the absence of this provision shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limit of this Contract.
- 6.04 Right to Receive and Release Necessary Information. Unless precluded by law, for the purpose of determining the applicability of and implementing the terms of this provision addressing Coordination of Benefits or any provision of similar purpose of any other Program, Delta Dental may, without the consent of or notice to any Covered Person, release to or obtain from any insurance company or other organization or person any information, with respect to any Covered Person, which Delta Dental deems to be necessary for such purposes. Any Covered Person claiming benefits under this Program shall furnish to Delta Dental such information as may be necessary to implement this provision. Delta Dental shall not be required to determine the existence of any other Program, or amount of benefits payable under any other Program, except through the Covered Person claiming benefits under this Contract.
- 6.05 Multiple Coverage Under Delta Dental Programs. If a covered person is eligible for benefits under two or more programs of Delta Dental through separate employer Contracts, and more than one of the programs provides coverage for a particular service, Delta Dental will pay up to the maximum allowable benefit under both Delta Dental separate programs.
- 6.06 Facility of Payment. Whenever payments which should have been made under this program in accordance with this provision have been made under any other Program, Delta Dental shall, with the written consent of the Covered Person, pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision, and amounts so paid shall be deemed to be benefits paid under this Program and, to the extent of such payments, Delta Dental shall be fully discharged from liability under this Program.
- 6.07 Right of Recovery. Whenever payments have been made by Delta Dental with respect to Allowable Benefits in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, Delta Dental shall have the right to recover such payments to the extent of such excess, from any person to or for or with respect to whom such payments were made, as Delta Dental shall determine.

## **ARTICLE VII      GENERAL PROVISIONS**

- 7.01      The State of Idaho will make available to each Covered Employee a certificate or booklet generally summarizing the benefits to which the employee is entitled and to whom payable; provided however, the Delta Dental Benefit Processing Manual shall actually govern what benefits are covered. If any amendment or modification of the Benefit Processing Manual shall materially affect any benefits described in such certificates or booklets, corrected certificates or certificate riders, booklets, or booklets inserts, showing the change, shall be issued by Delta Dental to the State of Idaho and the State of Idaho will provide such documents to each Covered Employee.
- 7.02      All statements made by the State of Idaho or by the individual employee shall be deemed representations and not warranties, and no such statement shall be used in defense of a claim under this Contract, unless it is contained in a written application.
- 7.03      Any provision of this Contract, which, on its Effective Date, is in conflict with any governing statutes is hereby amended to the minimum requirements of such statutes.
- 7.04      Delta Dental shall make available to the State of Idaho on the Effective Date of this Contract and at reasonable times thereafter a directory of Participating Dentists who have agreed to render the services. It is understood that the composition of such directory may be subject to change from time to time, and Delta Dental reserves the right to change the directory without notice to the State of Idaho. Delta Dental shall incur no liability whatsoever to any Eligible Person concerning the selection of dentists to render services hereunder. In performing or contracting to perform dental service, such dentists shall be solely responsible therefore and in no case shall Delta Dental be liable for the negligence of any dentist rendering such services. Nothing contained in this Contract shall be construed as obligating Delta Dental to render dental services.
- 7.05      Delta Dental administers its dental coverage in compliance with applicable Idaho and Federal law. In the event a court of competent jurisdiction enters a Qualified Dental Child Support Order or other order regarding such enrollment of or payment of dental expenses for a dependent child or alternate recipient, a copy of such order must be provided to Delta Dental. Delta Dental shall comply with any such order to the extent possible.

## **ARTICLE VIII      STATE OF IDAHO'S OBLIGATIONS**

- 8.01      The State of Idaho shall solely determine eligibility under this contract and shall compile and furnish to Delta Dental, on or prior to the Effective Date, a list of all Covered Employees, showing their Social Security Numbers, the dates of hire, and, if applicable, the location code. The State of Idaho must notify Delta Dental of any change thereafter at the time the monthly payment is made and also furnish a monthly list of all persons electing continued coverage pursuant to Article X, showing their Social Security Numbers, their dates of election and the Social Security Numbers of any Eligible Dependent electing continued coverage. Contract (5/04) Page 13 of 16 The State of Idaho
- 8.02      The State of Idaho must notify Delta Dental of any new units of employees the State of Idaho may wish to include under this Contract. However, if the State includes a new department or political subdivision, it may add new eligible employees without Delta Dental's approval.
- 8.03      The State of Idaho shall provide information to all Covered Employees as to the existence and terms of this Contract and the right to receive services as provided herein from a dentist of each person's choice, as such choice may be exercised from time to time during the continued eligibility of such person.
- 8.04      The State of Idaho shall advise each Covered Employee to notify his/her dentist at the time of his/her first appointment that he/she is entitled to benefits under this Contract, and to provide his/her dentist with group identification and the Eligible Employee's Social Security Number.

## **ARTICLE IX            DELTA DENTAL OBLIGATIONS**

- 9.01     Delta Dental may pre-determine treatment when satisfied from the treatment planning form and other documentation submitted by the dentist that (a) the patient is an Eligible Person hereunder; (b) the services proposed are Benefits covered under this Contract; and (c) that the total fees to be charged to both Delta Dental and the Eligible Person do not exceed the dentist's allowable fees. Such pre-determination shall be for a reasonable period of time, but no longer than such person's period of eligibility or the term of this Contract, whichever occurs sooner.
- 9.02     Delta Dental shall make no payment for any services rendered to a patient who is not an Eligible Person hereunder at the time of rendition of the service, except for completion of Single Procedures which had commenced at the time a patient was entitled to benefits.

## **ARTICLE X            ELECTED CONTINUOUS COVERAGE**

- 10.01    As required by Title X of the Consolidated Omnibus Budget Reconciliation Act, this Article provides the extended coverage option to persons losing eligibility under their group health plans.
- 10.02    In consideration of the payments specified under Article III of the Contract, and subject to all of the terms and conditions thereof, Delta Dental agrees to provide Benefits to persons who elect continued coverage.
1.    For the purposes of elected continuous coverage, each of the following shall constitute a "Qualifying Event:"
    - (a)   Termination of an Eligible Employee's employment with the State of Idaho (other than for gross misconduct), or a reduction in the number of hours worked by the Eligible Employee to less than the minimum number of hours required under Article II of the contract.
    - (b)   Death of an Eligible Employee.
    - (c)   Divorce or legal separation from an Eligible Employee.
    - (d)   An Eligible Employee becoming entitled to Medicare benefits.
    - (e)   A dependent child ceasing to meet the description of dependent child contained under Article II of the contract.
  2.    Eligible Employees whose coverage under this program is terminated by reason of a Qualifying Event described in Section 1 (a) of this Article may elect to continue coverage for themselves and their Eligible Dependents for 18 months following the month in which the Qualifying Event occurs. Disabled Eligible Employees determined to have been disabled for Social Security purposes at the time of the termination of employment or reduction in hours and that individual gives the plan administrator notice of such determination within 60 days of the determination, may elect to continue coverage for themselves and their Eligible Dependents for 29 months following the month in which the Qualifying Event occurs.
  3.    Eligible Dependents whose coverage under this program is terminated by reason of any of the Qualifying Events described in Section 1 (b) through (e) of this Article may elect to continue their coverage for 36 months following the month in which the Qualifying Event occurred.
  4.    Continued coverage elected by a person under this Article shall be effective as of the first day of the month following the applicable Qualifying Event described in paragraph 1 above. However, benefits shall not be available to a person electing continuing coverage before the State of Idaho

furnishes Delta with the data about such person required in Section 3.01 of the Contract, along with all Dues then currently payable for such person as stated under Article III. Delta shall not, in any event, make benefits available under this Article with respect to any person for whom such information and dues are not received by Delta within 60 days of the date such person is required by law to notify the State of Idaho of his or her election.

5. A person's continued coverage elected under Sections 2 or 3 of this Article shall terminate on the last day of the month in which any of the following events first occurs:
  - (a) The period of continued coverage specified in Section 2 or 3 expires.
  - (b) This Contract terminates.
  - (c) The premium for continued coverage is not paid in a timely fashion.
  - (d) The person with continued coverage becomes covered under another dental benefit plan, which does not include a pre-existing conditions clause.
  - (e) The person becomes entitled for Medicare benefits.
6. Delta Dental hereby agrees to aid the State of Idaho (administrator) in providing benefits and collecting premium for those eligible qualifying employees and/or dependents subject to the provisions of Public Law 99-272 (COBRA) and COBRA-89 providing the employer notifies Delta Dental of those eligible for COBRA coverage within sixty (60) days from the date of the qualifying event. The State of Idaho will send required notification to terminated employees. Delta Dental will provide monthly billing and collection services to COBRA enrollees.

## **ARTICLE XI          FAMILY MEDICAL LEAVE ACT**

- 11.01 The Contract shall be administered to accommodate the specific requirements of the Family and Medical Leave Act of 1993 (Public Law 103-3), the Act. Any term or provision of the group Policy relating to eligibility for coverage, which contradicts, or conflicts with the express terms of the Act is hereby declared null and void. The State of Idaho will keep Delta Dental advised regarding the eligibility for coverage of any employee who may be entitled to the benefits extended by the Act.

## **ARTICLE XII          CONTRACT TERMINATION AND MODIFICATION PROVISIONS**

- 12.01 This Contract shall be in full force and effect for a period of one year from the date first hereinabove mentioned unless terminated in accordance with the following provision: This Contract may be terminated by the State of Idaho without cause at any time upon one hundred twenty (120) days' notice in writing to Delta Dental. In event of nonpayment of premium by the State of Idaho on or before the due date as prescribed in this Contract, this Contract shall be considered as having been terminated by the State of Idaho, and such termination shall be effective as of the end of the month for which premium was received, unless reinstated to the satisfaction of Delta Dental.
- 12.02 In the event of termination as set forth above, Delta Dental shall have no further liability whatsoever for any cases after the end of the month for which premium has been received by Delta Dental.
- 12.03 In the event of termination as set forth above, any existing surplus or deficit developed while this Contract is in effect shall be combined with any surplus or deficit developed by the State of Idaho Contract during the same period. The accounting of such "run-out" period will be done at twelve (12) months, or earlier if there is a three (3) month consecutive period during which no claims are paid, from the date of the Contract termination. At the end of the "run-out" period, the State of Idaho and Delta Dental will negotiate a settlement for any incurred liabilities not yet paid from funds remaining in the reserve accounts and the State of Idaho shall have no further liability.

- 12.04 In the event of termination as set forth above, Delta Dental shall provide to the State of Idaho, within thirty (30) days of request, the covered Covered Employee's or his/her dependent's database in computer readable format. The data shall include at a minimum, but not be limited to, appropriate demographic data for each Covered Employee or his/her Dependent and any other usual and customary data pertaining to dental expense coverage provided under this Contract.
- 12.05 This Contract may be modified by Delta Dental, if benefit or policy change is mandated by state or federal regulation that would require an immediate rate increase.

## **ARTICLE XIII NOTICE**

Any notice under this Contract shall be sufficient if given by either the State of Idaho or Delta Dental to the other, at the address shown herein, or to such other address as shall be designated by written notice to the other.

Appendix A - Covered Dental Benefits

**ACCEPTED:**

**DELTA DENTAL OF IDAHO, INC.**  
PO Box 2870  
Boise, ID 83701

**THE STATE OF IDAHO**  
Department of Administration  
P.O. Box 83729  
Boise, ID 83720-0035

Signature: \_\_\_\_\_

By: Tamara C. Brandstetter  
Title: President and Chief Executive Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Pamela I. Ahrens  
Title: Director

Date: \_\_\_\_\_

## APPENDIX A

### COVERED DENTAL BENEFITS

Subject to the exclusions and limitations and the provisions set forth in Article IV, the following is a general summary of the Schedule of Benefits covered by the Contract when rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice. Such standards shall be determined by a panel of dentists and approved by the Delta Dental Board of Directors. The Delta Dental Delta Dental Benefits Processing Manual constitutes the complete listing and final authority on what benefits are covered, excluded or limited and a predetermination of covered benefits are available upon request.

#### **Deductible**

Delta Dental will pay up to the allowable fees for covered services after a \$25 per employee Subscriber or Dependent Deductible is met each Contract Year.

#### **Maximum Benefits**

Benefits provided under this group contract shall not exceed \$1,000 paid per eligible employee Subscriber or Dependent each Contract Year. For Orthodontic Services, there is a maximum lifetime benefit of \$1000.

#### **Waiting Periods**

For all new enrollees, there is a 12-month waiting period for covered crowns, bridges, partial dentures, related items and the adjustments or repair of an existing device and Orthodontic services.

#### **Dental Services Covered**

The following dental services will be covered when provided by a Dentist licensed in the State in which he or she practices.

### **1. DIAGNOSTIC & PREVENTIVE SERVICES (Paid at 70% of allowable fees)**

#### **General Dental Services including:**

- A. **Oral examination:** limited to one each 6 consecutive months, Emergency examination and examination by a specialist in an American Dental Association recognized specialty.
- B. **X-rays:** Bite-wing x-rays limited to once each 12 consecutive months; Full mouth x-rays or panoramic x-ray limited to once each 5 years.
- C. **Prophylaxis (cleaning) including periodontal:** covered once each consecutive 6 months, providing a periodontal prophylaxis has not been performed in the same consecutive 6 months.
- D. **Topical application of fluoride:** covered once each consecutive 12 months when performed in conjunction with a prophylaxis, for dependent children under age 20.
- E. **Space maintainers:** payable benefit if used to maintain the present position of teeth for dependent children under age 18, but not to move teeth. Replacement of lost or broken space maintainers is not a covered benefit.

**Exclusions:** Diagnostic services and x-rays related to temporomandibular joints (jaw joints). Consultations. Study models. Caries susceptibility tests. Plaque control program. Oral hygiene instruction, dietary instruction and home fluoride kits. Cleaning of a prosthetic appliance. Replacement of a space maintainer previously paid for by Delta Dental.

## 2. RESTORATIVE SERVICES [Fillings] (Paid at 70% of allowable fees)

### General Dental Services including:

- A. **Fillings:** (Amalgam, or resin-based composite): for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay). *Refer to Section 4 Limitations if teeth are restored with crowns or onlays.* Payment is made for only 1 restoration per surface, irrespective of the number of restorations placed thereon. Restorations on the same surface(s) of the same tooth are covered once in a 2 year period. If teeth can be restored satisfactorily with amalgam or composite material, the cost of gold restorations, crowns and jackets are not covered and the cost difference between the covered and the uncovered procedure is to be borne by the patient. Delta Dental does not allow a separate charge for tooth preparation, insulating base (indirect or direct pulp cap), impressions, temporary restorations, or local anesthesia, as these services are components of a complete procedure for which a single charge is made.

**Exclusions:** Restorations necessary to correct vertical dimension or to restore the occlusion. Overhang removal, re-contouring or polishing of restoration.

- B. **Pit and fissure sealants:** covered benefit only once in a 3 year period per posterior tooth for dependent children under age 16.

## 3. ORAL SURGERY, PERIODONTICS, and ENDODONTICS (Paid at 50% of allowable fees)

### General Dental Services including:

- A. **Removal of teeth and surgical extractions:** Treatment of minor pathological conditions. General anesthesia is covered only when administered by a dentist in conjunction with a covered oral surgery procedure.
- B. **Periodontics (treatment of diseases of the mouth and gums):** Surgical and non-surgical procedures for treatment of the tissues supporting the teeth. Services covered include periodontal scaling and root planing, gingivectomy, osseous surgery, bone and tissue grafts. Periodontal scaling and root planing has a 3 year restriction per each quadrant and is a covered benefit "by report" only and under approval by Delta Dental dental consultant. Gingivectomy and osseous surgery are covered only once per quadrant every 3 years.
- C. **Endodontics:** Procedures for pulpal and root canal therapy. Services covered include pulp exposure treatment, pulpotomy and apicoectomy.

## 4. Crowns, Bridges, Dentures, Implants and miscellaneous prosthetic devices (Paid at 50% of allowable fees)

**Waiting Periods:** For all new enrollees, there is a 12 month waiting period for crowns, bridges, dentures, miscellaneous prosthetic devices (excluding oral surgery, periodontics and endodontics).

- A. **Restorative:** A 12 MONTH WAITING PERIOD WILL APPLY FOR NEW ENROLLEES. Crowns and onlays (whether they are gold, porcelain, plastic, gold substitute castings or combinations thereof) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of tooth decay).

*Crowns, stainless steel crowns, onlays or laminate veneers on the same teeth are covered, only if, more than 7 years have elapsed since the last placement; for dependent children under age 16, benefits are limited to plastic or stainless steel crowns. If a tooth can be restored with a material such as amalgam or composite resin but another type of restoration is selected by the patient and dentist, covered expense will be limited to the cost of amalgam or composite.*

*Crown build-up, post, core and pins on the same teeth are covered benefits once in a twenty-four (24) month period.*

*Crowns* placed on anterior teeth when endodontics is the only reason are not a contract benefit.

*Crowns* placed due to craze lines, micro or stress fractures, without displacement of tooth structure or symptoms are not a contract benefit. Contractual approval will have an emphasis on the need for demonstrable pathology, as necessary, to replace any restoration.

**B. Prosthodontics (dentures, bridges, partial dentures, related items and the adjustment or repair of an existing prosthetic device); A 12 MONTH WAITING PERIOD WILL APPLY FOR NEW ENROLLEES.**

Replacement of an existing prosthetic device is covered only once every 7 years from the placement date of such devices and only then if it is unserviceable and cannot be made serviceable. *Full, immediate and overdentures* - If personalized or specialized techniques are used, the covered amount will be limited to the cost for a standard full denture, patient will be responsible for the difference. *Partial dentures* - If an elaborate or precision device is used, covered expense will be limited to the cost of a cast chrome and acrylic partial denture, patient will be responsible for the difference. *Denture relines* - 1 laboratory reline will be payable 6 months from the initial placement of a denture and only once in each 2 year period thereafter. *Implants* - An implant body, implant abutment, and the prosthesis placed on the implant are a covered benefit. The implant body and implant abutment will have a lifetime benefit per implant. All implants placed in an edentulous to partial edentulous arch will have a lifetime benefit per arch. All prosthesis placed on an implant will be covered up to the cost of a standard prosthetic. Removal of implant or repair to an implant abutment is not covered. All procedures directly related to the implant will be benefited at 50% up to a maximum of \$900 per year per implant. The \$900 allowance will go against the plan's annual maximum. All implant procedures are subject to all waiting periods for major (class III) services.

*Fixed Bridges* - Fixed bridges or removable cast partials are not covered for dependent children under age 16, unless due to an accident or congenitally missing teeth.

**Exclusions:** Hospitalization and separate fees for rendering services in a hospital are not covered benefits. Ridge extension for insertion of dentures (vestibuloplasty), tooth transplants and implants are not covered benefits. Occlusal splints. Periodontal splinting and/or crown and bridgework in conjunction with periodontal splinting. Major (complete) occlusal adjustment. Periodontal appliances. Bleaching of teeth. A crown used as an abutment to a partial denture is not covered unless the tooth is decayed to the extent that a crown would be required to restore the tooth whether or not a partial denture is required. Duplicate dentures. Cleaning of prosthetic appliances. Temporary dentures. Surgical placement or removal of implants or attachments to implants. Crowns and copings in conjunction with overdentures. Precision attachments.

**5. ORTHODONTICS SERVICES (Paid at 50% of allowable fees up to a lifetime maximum of \$1,000)**

**Waiting Period: For all new enrollees, there is a 12 month waiting period for Orthodontic services.**

**Orthodontics:** Defined as all the necessary procedures of treatment by a licensed dentist for correction of mal-positioned teeth of an eligible dependent child up to age 17, limited to payment of quarterly or other periodic charges through completion of treatment or to age 19, or to the date eligibility terminates, whichever occurs first.

**Exclusions:** The obligation of Delta Dental to make monthly or other periodic payments for orthodontic treatment plan will cease upon termination of treatment for any reason prior to completion of the case. Delta Dental will not make any payment for repair or replacement of an orthodontic appliance furnished under this program. Delta Dental's obligation to make monthly or other periodic payments for Orthodontics shall terminate on the termination date of this Agreement. No obligation or liability shall be assumed by Delta Dental for additional expense arising from a lack of cooperation from the patient.

**Maximum Benefits:**

Benefits for Orthodontic Services provided under this group contract shall not exceed \$1,000 paid per eligible dependent in a lifetime.

## GENERAL EXCLUSIONS

1. Services for injuries or conditions which are compensable under Workers' Compensation or Employers' Liability Laws; or services which are provided the covered person by any Federal or State Government Agency or are provided without cost to the covered person by any municipality, county or other political subdivision, or community agency.
2. Dentistry for cosmetic reasons. Cosmetic services include, but are not limited to, laminates or bleaching of teeth. If orthodontics is covered by an Orthodontic Rider, other than in relation to congenital anomalies to newborn children.
3. Restorations or appliances necessary to correct or alter vertical dimension or to restore the occlusion; such procedures include restoration of tooth structure lost from attrition and restorations for malalignment of teeth.
4. Complete equilibration.
5. Habit breaking appliances.
6. Application of desensitizing medicaments.
7. Services with respect to treatment of temporomandibular joints (jaw joints) (TMJ). Myofunctional therapy.
8. Gnathological recordings.
9. Hospitalization charges and any additional fees charged by the dentist for hospital treatment.
10. Analgesics (such as nitrous oxide) or any other euphoric drugs, injections or prescription drugs. General anesthesia, other than for covered oral surgery.
11. Patient management problems.
12. Experimental services or supplies whose use is not generally recognized by the ADA as tested and accepted dental practice.
13. Broken appointments.
14. Completing insurance forms.
15. Dental services started prior to the date the person became eligible for services under this Contract.
16. Payment provisions: The following guidelines will be used to determine the date on which a service shall be paid: a) For full dentures or partial dentures -- on the date the final impression is taken; b) For fixed bridges, crowns, onlays -- on the date the tooth or teeth are prepared; c) For root canal therapy -- on the date the root canal is initiated; and d) Services rendered or supplies furnished after the date the patient ceases to be eligible.
17. Services rendered or supplies furnished for accidental injury to the extent that the person is entitled to payment for such benefits through any other group major medical insurance.
18. Delta Dental is not obligated to pay claims submitted more than twelve (12) months after date of rendition of service.